DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

EMPLOYMENT AGREEMENT

(For Use by Employees Participating in the Self-Administered Services)

PARTIES: This Employment Agreement is between _____("EMPLOYER")
(Name of Person/Person's Representative)
AND ("EMPLOYEE")

Name: _____

Address: _____

SSN #: _____

EMPLOYEE has been retained to provide services to EMPLOYER. Identified below are the service(s) that the EMPLOYEE may be authorized and certified to provide at the direction of the EMPLOYER. Also listed below are the current rates of payment for authorized services.

☐	Chore Services (CH1)	$_____ per ¼ hour
☐	Companions Services (CO1) OR, when appropriate	$_____ per ¼ hour $_____ daily
☐	Family Training and Preparation (TF1)	$_____ per ¼ hour
☐	Homemaker Services (HS1)	$_____ per ¼ hour
☐	Personal Assistance (PA1)	$_____ per ¼ hour
☐	Respite care (RP1) OR, when appropriate	$_____ per ¼ hour $_____ daily
☐	Respite care (RP6) OR, when appropriate	$_____ per ¼ hour $_____ daily
☐	Respite care (RP7) OR, when appropriate	$_____ per ¼ hour $_____ daily
☐	Respite care (RP8) OR, when appropriate	$_____ per ¼ hour $_____ daily
☐	Supported Living (SL1)	$_____ per ¼ hour
☐	Transportation (DTP)	$_____ per mile

As a condition of providing services under this Agreement, EMPLOYEE represents and/or agrees to the following:

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

EMPLOYMENT AGREEMENT

(For Use by Employees Participating in the Self-Administered Services)

1. The EMPLOYEE is certified to provide limited services to EMPLOYER. (As per Application for Certification, Form 2-9C)
2. THE EMPLOYEE SHALL BE EMPLOYED AT-WILL BY THE EMPLOYER. EMPLOYMENT-AT-WILL MEANS THAT EMPLOYEE MAY QUIT AT ANY TIME FOR ANY OR NO REASON, JUST AS EMPLOYER MAY DISCHARGE EMPLOYEE AT ANY TIME FOR ANY OR NO REASON. THIS AT-WILL STATUS MAY NOT BE ALTERED ON BEHALF OF EMPLOYER BY ANY ORAL STATEMENT OR PROMISE BY ANYONE.

3. EMPLOYEE shall comply with applicable Administrative Rule as directed by the EMPLOYER and Division of Services for People with Disabilities (Division). In addition, the EMPLOYEE shall adhere to the terms in the Department of Human Services Code of Conduct (Attachment B). EMPLOYEE acknowledges and agrees that the DIVISION reserves the right to change its Administrative Rule at any time for any reason.

4. EMPLOYEE shall adhere to the requirements and responsibilities outlined in the PERSON'S Support Strategies and Behavior Support Plan, if applicable. EMPLOYEE shall review the prohibited Behavior Support procedures outlined in R539-4-4.

5. Pursuant to R539-1-4(13), if an order by the Legislature or the Governor; a federal or state law reduces the amount of funding to the DIVISION; or if the Executive Director of DHS reduces the funds available to the DIVISION, this may change the terms of employment (including rate of compensation). Any additional hours of service EMPLOYEE is asked to provide, outside this Agreement, are rendered under the EMPLOYER's personal authority, accountability, and full liability.

6. EMPLOYEE fully disclosed any convictions from a criminal offense other than a traffic violation. EMPLOYER accepts full responsibility of receiving services from someone who has a prior conviction.

7. EMPLOYEE is sixteen (16) years of age or older. (EMPLOYEES under the age of eighteen (18) must have a parent co-sign this Agreement).

8. EMPLOYEE must be (18) years of age or older to provide Transportation (DTP) or Supported Living (SL1) which includes transportation services, or to provide Group Respite care (RP7,RP8) during overnight hours or during hours normally occupied by sleep.

9. Valid Drivers License? Yes___ No____
   Employees without a valid Drivers license <u>may not</u> transport individuals in connection with their employment responsibilities.

10. EMPLOYEE will sign and submit to the EMPLOYER, on a regular basis, accurate timesheets of all services rendered, including the type of service rendered, the date, and the number of service hours delivered (to the nearest ¼ hour when paid per ¼ hour). Services will be defined as

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

EMPLOYMENT AGREEMENT

(For Use by Employees Participating in the Self-Administered Services)

"rendered" when the signed timesheet is corroborated by EMPLOYER and submitted to the Fiscal Agent. No payment for services will be made that do not meet this definition.

11. The funds used to pay EMPLOYEE for services rendered under this Agreement are public funds and that the submission of false information on timesheets may subject EMPLOYEE to criminal action, in addition to administrative sanctions and/or liability for repayment of any funds received.

12. Except as may be prohibited by law, EMPLOYEE must promptly repay any overpayment to EMPLOYER, regardless of fault.

13. Worker's Compensation insurance IS / IS NOT (**Employer must circle one**) provided, under this Agreement.

14. The services EMPLOYEE will be providing ARE/ARE NOT (**Employer must circle one)** Medicaid reimbursable services.

14. When employed to provide care or services for which Medicaid reimbursement will be claimed, the EMPLOYEE must:

a) Be aware of and comply with all appropriate and applicable Medicaid policies and procedures, and state and federal rules and regulations in effect when services are rendered;

b) Provide care and services as authorized by the assigned Support Coordinator in accordance with all applicable Medicaid regulations and policies;

c) Utilize a fiscal intermediary to submit claims for services in accordance with the Medicaid policy in effect at the time of service;

d) Not bill the employer or otherwise attempt to collect payment for services except as specifically permitted by Medicaid policy and to accept payment or claims adjudication from the Department of Health, as the State Medicaid Agency, as payment in full for services rendered;

e) Accept the status of independent contractor to the State Medicaid Agency without authorization. express or implied, to bind the Department of Health or the State of Utah to any agreement, settlement, liability or understanding whatsoever;

f) Indemnify and hold harmless the Utah Department of Human Services and the Utah Department of Health for any claims arising out of work performed by employee under authority of this agreement;

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

EMPLOYMENT AGREEMENT

(For Use by Employees Participating in the Self-Administered Services)

g) Not disclose information concerning the care or services given to the Medicaid recipient or other Medicaid recipients except as specifically allowed by state and federal laws and regulations.

BACKGROUND SCREENING and CLEARANCE

15. Under Utah law, employees who do not possess a current and valid background check cannot be paid using public funds (see Section 62A-5-103.5 UCA at: http://le.utah.gov/~code/TITLE62A/htm/62A05_010305.htm) **Employee must be successfully background cleared by the Utah Department of Human Services/Office of Licensing (DHS/OL) and must maintain continuous background clearance by renewing their background clearance within one year of the date of original clearance issued by DHS/OL and annually thereafter. Employee who does not possess a current and valid background clearance issued by DHS/OL at hire may work under the direct supervision (uninterrupted auditory and visual surveillance of the person performing the work by the person providing the supervision) by an individual possessing a current and valid background clearance issued by DHS/OL provided that the direct service worker has submitted the information required for a background check pursuant to Section 62A-2-120, UCA (**http://le.utah.gov/~code/TITLE62A/htm/62A02_012000.htm**). Under no circumstances will the employee be paid by DHS/DSPD for work performed during times when s/he does not possess a current and valid background clearance issued by DHS/OL after the first thirty (30) days of employment.**

I acknowledge that the Utah Department of Human Services, Division of Services for People with Disabilities does not require the EMPLOYER to provide any insurance coverage to compensate me if I am injured during the course of this employment. I also acknowledge that the Division of Medical and Health Financing (the State agency authorizing Medicaid services) is not responsible for the actions of EMPLOYER and will claim governmental immunity for any harm or damages that I may incur during the course of my employment pursuant to this Agreement.

By my signature, I certify that I have read and agree to be bound by the terms of this Agreement. I acknowledge that my failure to abide by this Agreement may result in the loss of employment with EMPLOYER. I further acknowledge either party, with or without cause, may terminate this Agreement at any time.

_____ _____

EMPLOYEE DATE

_____ _____

EMPLOYEE'S PARENT OR GUARDIAN DATE

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

EMPLOYMENT AGREEMENT

(For Use by Employees Participating in the Self-Administered Services)

(Required if EMPLOYEE is under age 18)